

**TRANSMITTAL AND NOTICE OF APPROVAL OF
STATE PLAN MATERIAL**
FOR: HEALTH CARE FINANCING ADMINISTRATION

1. TRANSMITTAL NUMBER:

0 1 — 2 6

2. STATE:

Missouri

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL
SECURITY ACT (MEDICAID)TO: REGIONAL ADMINISTRATOR
HEALTH CARE FINANCING ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES

4. PROPOSED EFFECTIVE DATE

07/01/01

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431 Subpart M

7. FEDERAL BUDGET IMPACT:

a. FFY _____ \$ _____

b. FFY _____ \$ _____

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

4.16-005 pages 1-7

9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION
OR ATTACHMENT (If Applicable):

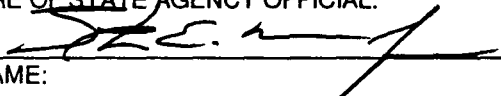
4.16-005 pages 1-7

10. SUBJECT OF AMENDMENT: 4.16-005 Cooperative Agreement between Missouri Department of Social
Services and the Missouri Department of Mental Health relating to the administration of the
Medicaid Home and Community-Based services Waiver for Individuals with Mental Retardation and
Developmental Disabilities and HCB Waiver for children with Developmental Disabilities.

11. GOVERNOR'S REVIEW (Check One):

☒ GOVERNOR'S OFFICE REPORTED NO COMMENT *Ge*☐ OTHER, AS SPECIFIED:☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

12. SIGNATURE OF STATE AGENCY OFFICIAL:



13. TYPED NAME:

Dana Katherine Martin

14. TITLE:

Director

15. DATE SUBMITTED:

September 5, 2001

16. RETURN TO:

Division of Medical Services
615 Howerton Ct.
PO Box 6500
Jefferson City, MO 65102**FOR REGIONAL OFFICE USE ONLY**

17. DATE RECEIVED:

09/06/01

18. DATE APPROVED:

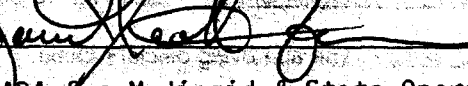
OCT 12 2001

PLAN APPROVED - ONE COPY ATTACHED

19. EFFECTIVE DATE OF APPROVED MATERIAL:

07/01/01

20. SIGNATURE OF REGIONAL OFFICIAL:



21. TYPED NAME:

Nanette Foster Reilly

22. TITLE:

Acting ARA for Medicaid & State Operations

23. REMARKS:

cc:

Martin

Vadner

Waite

CO

SPA CONTROL

Date Submitted: 09/05/01

Date Received: 09/06/01

COOPERATIVE AGREEMENT
between the
MISSOURI DEPARTMENT OF SOCIAL SERVICES
and the
MISSOURI DEPARTMENT OF MENTAL HEALTH
relating to
THE MEDICAID HOME AND COMMUNITY-BASED SERVICES WAIVERS
FOR THE MENTALLY RETARDED AND DEVELOPMENTALLY DISABLED

The Agreement set out in this document is a cooperative and mutual understanding between the Missouri Department of Social Services, Division of Medical Services (DSS/DMS) and the Missouri Department of Mental Health, Division of Mental Retardation and Developmental Disabilities (DMH/DMRDD). DSS is the designated single state agency for administration of the Title XIX (Medicaid) program in Missouri. DMS is the Division within DSS which directly manages Medicaid program operations. DMH is the statutorily authorized agency with administrative charge and control of the provision of services to persons with mental retardation and developmental disabilities, mental illness, and alcohol and drug abuse. DMRDD is the Division within DMH with responsibility for the provision of services to persons with mental retardation and developmental disabilities.

I. PURPOSE

This agreement is entered into for the purpose of efficiently and effectively carrying out the administration of the Missouri Home and Community-Based Waiver program for Persons with Mental Retardation/Developmental Disabilities and the Home and Community-Based Waiver program for Missouri Children with Developmental Disabilities.

II. DEFINITIONS

For the purpose of this Agreement, the parties agree that the following definitions shall apply:

- A. Department of Social Services (DSS) shall mean the Missouri State Department of Social Services, which is the designated single State agency for Medicaid.
- B. Department of Mental Health (DMH) shall mean the Missouri State Department of Mental Health.

- C. Division of Medical Services (DMS) shall mean the agency within the Department of Social Services which administers Medicaid program operations in Missouri.
- D. Division of Mental Retardation and Developmental Disabilities (DMRDD) shall mean the agency within the Department of Mental Health that administers programs for persons with mental retardation and developmental disabilities in Missouri.
- E. Director of Social Services shall mean the Director of the Missouri State Department of Social Services
- F. Director of Mental Health shall mean the Director of the Missouri State Department of Mental Health.
- G. Waiver Programs shall mean the Home and Community-Based Services Waiver for the Mentally Retarded and Developmentally Disabled and the Home and Community-Based Waiver for Missouri Children with Developmental Disabilities.
- H. Centers for Medicare & Medicaid Services (CMS) shall mean the agency within the Department of Health and Human Services that administers the Medicaid and Medicare Programs.
- I. Federal Financial Participation (FFP) shall mean that match provided by the federal government, pursuant to federal law and regulation, to fund services authorized under an approved Medicaid Waiver Program.

III. DUTIES

A. Department of Mental Health

The Department of Mental Health, recognizing the authority of the single state Medicaid agency, will provide professional, technical, and clerical staff to conduct administrative functions necessary for the proper and efficient administration of the waiver program.

The Department of Mental Health agrees to:

1. Monitor and review documentation concerning eligibility, need for waiver services, cost effectiveness, and protection of client rights.
2. Conduct provider relations activities necessary for the efficient administration of the waiver programs.
3. Approve plans of care to ensure that waiver reimbursement is made only for services that are necessary and appropriate.
4. Monitor services for each participant at least quarterly to ensure quality, adequacy, and timeliness.
5. Ensure providers meet Department of Mental Health standards prior to Medicaid enrollment in the waiver program(s). This includes certifying providers of residential habilitation, individualized supported living, day habilitation and supported employment services unless providers of these services meet other applicable licensure and/or accreditation standards.
6. Ensure providers comply with both state and federal fiscal and procedural requirements pertaining to waiver services. Providers will be monitored by regional centers in accordance with RSMo 633.010(2)(4) and are subject to auditing in accordance with DMH Purchase of Service (POS) contract guidelines, or as otherwise determined necessary by DMH or DSS.
7. Report instances of providers non-compliance to DSS and jointly pursue any sanction or other action necessary and appropriate to remedy the non-compliance.
8. Prepare, print, and mail material regarding the waiver program, including manuals, bulletins, and reports. All such material as may affect compliance with Title XIX rules shall be subject to DSS/DMS review and approval prior to distribution.
9. Participate in Medicaid related training that may be deemed necessary by the Director(s) of DSS and/or DMH.

10. Prepare policy and procedure for the internal operations of DMH regarding the waiver programs, provide training to regional center staff and providers regarding eligibility, due process and billing and payment. Such policies and procedures as may affect compliance with Title XIX rules or the assurances under which the waiver was approved, will be subject to review by DSS prior to implementation.
11. Exchange information regarding DMH and DSS/DMS policy and procedure related to the efficient operation of the waiver program.
12. Prepare annual budget requests for waiver program appropriations.
13. Propose rates for waiver services to DSS/DMS.
14. Prepare documentation for waiver amendments, renewals, and reviews of the waivers by CMS and the State Auditor. DMH will provide DSS with the information needed for waiver amendments in a timely manner. In general, timeliness will mean information is available for review by DSS 15 working days prior to the time it is to be submitted to CMS; However, a shorter review period may be agreed upon by both agencies, based on the complexity and length of the amendment or other external factors beyond the control of both agencies.
15. Participate in hearings requested by persons who have been denied waiver services.
16. Ensure in each waiver year that neither the number of individuals served under the waiver or the amount expended for waiver services exceed the approved estimates.
17. Exchange with DSS data to jointly compile periodic reports on the number of clients served, their costs, and the savings generated by each of the waivers.
18. As requested by DSS the information necessary to request FFP. Requests for FFP will be submitted on the standard form 269 together with a detailed billing statement for administrative funds requested. These documents will be certified by the Executive Officer of the Department of Mental Health.
19. Provide DSS with information necessary to complete the annual report on the waivers' impact, as required by 42 CFR 441.302(f).

20. Be responsible for any federal funds which are deferred and/or ultimately disallowed arising from a failure to comply with a federal requirement, unless the deferral or disallowance is the result of the Division of Medical Services' failure to submit, in a proper format and/or a timely manner, amendments to the Medicaid State Plan proposed by the Department of Mental Health required for the administration of the waiver programs. Timeliness will be measured based on the complexity of the issue(s) involved and whether the proposed state plan amendment can be processed without obtaining additional information from the Department of Mental Health. The Department of Mental Health will provide the Department of Social Services all information required to submit a Medicaid State plan amendment at least 15 working days prior to the time the amendment must be submitted to CMS.
21. Maintain the confidentiality of client records and eligibility information received from DSS, using that information only for activities permitted under this agreement.

III. Department of Social Services

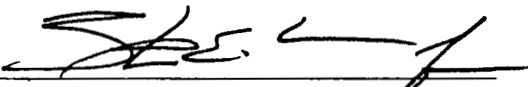
The Department of Social Services agrees to:

1. Provide program interpretations relating to DMH responsibilities regarding the waiver.
2. Provide training for DMH staff as determined to be necessary by the Director(s) of DSS and/or DMH.
3. Determine recipients' eligibility for Medicaid.
4. Review at least annually, a random sample of waiver records. This review ensures individuals receiving waived services had a person centered plan, that the need for services was documented in the plan, and that all services were authorized prior to delivery for the time period being reviewed.
5. Reimburse enrolled providers for waiver services provided to eligible clients. Services must have been provided in accordance with a plan of care approved by DMH and subject to all the conditions set forth in the approved waiver.

6. Reimburse the Department of Mental health at the state Medicaid match rate of 50% for waiver program administrative activities performed by Department of Mental Health staff. Reimburse the Department of Mental Health at the enhanced match rate of 75% for waiver program administrative activities performed by Skilled Professional Medical Personnel within the Department of Mental Health. The reimbursement of the Federal share shall be provided upon receipt of quarterly financial statements certified by the Department of Mental Health for eligible claims prepared in accordance with applicable federal regulations. Changes in federal regulations affecting the matching percentage, and/or costs eligible for administrative or enhanced match, which become effective subsequent to the execution of agreement will be applied as provided in the regulations.
7. Prepare the annual report on the impact of each of the waivers as required by 42 CFR 441.302(f), based on information collected from DMH and from paid claim records.
8. Exchange with DMH data to jointly compile periodic reports on the number of clients served, their costs, and the savings generated by each of the waivers.
9. Review reports of provider non-compliance from DMH and jointly pursue any sanction or other action necessary and appropriate to remedy the non-compliance.
10. Assist DMH in preparing and reviewing material to be published regarding the waiver, including manual, bulletins, reports and recipient notices.
11. Exchange information regarding DSS/DMS and DMH policy and procedure related to the efficient operation of the waiver program.
12. Review and comment on policy and procedure for the internal operations of DMH regarding the waivers, where such policy and procedure may affect compliance with Title XIX rules or the assurances under which the waiver was approved.
13. The Department of Social Services/Division of Legal Services will conduct fair hearings requested by recipients who have been denied waiver program services. The hearings process shall incorporate information and/or testimony supplied by the Department of Mental Health including clinical fact finding determinations related to the client's eligibility for waiver program services.

IV. TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall be from July 1, 2001 and remain in effect until canceled by one or both parties. This agreement may be modified at any time by the written agreement of both parties and may be canceled by either party with thirty (30) days prior notice in writing to the other party, provided however that reimbursement shall be made for the period when the contract is in full force and effective.



Director, Department of Social Services
Dana Katherine Martin

9/5/01

Date



Director, Department of Mental Health

6/29/01

Date